

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION No. 04-11625RWZ

JOAN CHARLES,

Plaintiff,

vs.

OCWEN FEDERAL BANK, FSB;
OCWEN FINANCIAL CORPORATION;
MASSACHUSETTS PROPERTY
INSURANCE UNDERWRITING
ASSOCIATION; and
ONE CALL INSURANCE AGENCY,
INCORPORATED,

Defendants.

**DEFENDANT, ONE CALL INSURANCE AGENCY'S MOTION FOR SUMMARY
JUDGMENT AGAINST PLAINTIFF, JOAN CHARLES**

Defendant, One Call Insurance Agency, Inc. ("One Call") hereby moves for summary judgment in its favor on all claims asserted against it in this case. In support of this motion, One Call states that it may not be held liable for the absence of insurance where the undisputed facts show that, at all relevant times, there was in fact an insurance policy responding to the plaintiff's loss. Further, even if the forced place coverage did not exist, the undisputed facts show that at the time of the loss, the plaintiff was not looking to One Call to do anything with respect to the payment of her insurance premium. Accordingly, One Call is entitled to summary judgment on all claims. One Call incorporates and relies upon the attached Memorandum of Facts and Law, with attached Exhibits.

The Defendant,
ONE CALL INSURANCE AGENCY, INC.
By its attorneys,

/s/ William D. Chapman

William D. Chapman, BBO# 551261
Diana D. Delaney, BBO# 642384
MELICK, PORTER AND SHEA, LLP
28 State Street
Boston, MA 02109
(617) 523-6200

CERTIFICATE OF SERVICE

I, William D. Chapman, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants.

/s/ William D. Chapman

William D. Chapman

Dated: September 27, 2006